

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **NO3052**Due Date: **12/31/02 at 3:00 P.M.**

Date Sent: December 11, 2002

Agency Contract

Goods and services to be
 purchased:

SKIN AND COLORECTAL CANCER MEDIA CAMPAIGN**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: NO3052

Due Date: 12/31/02

Vendor Name:

SKIN AND COLORECTAL CANCER MEDIA CAMPAIGN TO INCREASE PUBLIC AWARENESS REGARDING THE IMPORTANCE OF CHOOSING APPROPRIATE MEANS OF PROTECTION AND SCREENING FOR CANCER, PER THE ATTACHED RFP.

**QUESTIONS ON SPECIFICATIONS CALL JANET HEINS AT (801) 538-6235 OR
CAMILLE BROADWATER AT (801) 538-6189.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.
RX: 270 34000000037

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the

product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

(Revision 2/14/2000 - RFP.Instructions)

**UTAH DEPARTMENT OF HEALTH
UTAH COMPREHENSIVE CANCER CONTROL INITIATIVE (UCCCI)
SKIN AND COLORECTAL CANCER AWARENESS AND MEDIA OUTREACH
CAMPAIGN**

Bid Number NO3052 – December 2002

Background: The mission of the UCCCI is to reduce cancer incidence and mortality in Utah through collaborative efforts that provide services and programs directed toward comprehensive cancer prevention and control. It is the hope of the UCCCI that through a collaborative effort, the plan's goals and objectives will be achieved, and the burden of cancer among Utahns will be reduced. These efforts are considered high priority activities that encompass the spectrum of cancer care including prevention, early detection, treatment, and quality of life.

Many cancer-related programs are categorical in nature; that is, they are built around specific cancer site in the body (e.g. breast, prostate, lung, etc.) and risk factors (e.g. poor nutrition, use of tobacco, etc.). As a result, there is often lack of coordination and collaboration among these programs, efforts are duplicated, and opportunities for cancer prevention and control may be missed. The UCCCI seeks to bring together organizations in a collaboration to assess cancer needs, prioritize these needs, and develop a plan to address them in a manner that supports the definition of comprehensive cancer control. Currently, the UCCCI is comprised of over 70 individuals statewide representing hospitals, governments, education, community agencies, medical providers, voluntary organizations, and cancer survivors.

RFP Purpose: The purpose of this request for proposal is to enter into a contract with a qualified firm (advertising, marketing, and/or public relations agency), to coordinate and produce an outreach, marketing and public information campaign. The goals of the campaign include:

- Promote and create a UCCCI branding campaign to establish UCCCI as a comprehensive cancer program.
- Implement two media campaigns informing the target populations of the importance of skin and colorectal cancer prevention.

SKIN CAMPAIGN: This statewide campaign will increase public awareness regarding the importance of choosing appropriate means of skin protection from sunburns and/or over exposure to the sun, which may lead to skin cancer. The target audience of this campaign is men and women age 18-45 that are caretakers of children. We are trying to measure a change of behavior among caretakers in regards to their children and skin cancer prevention. The advertisements will attempt to increase knowledge, influence attitudes and change behavior.

COLORECTAL CAMPAIGN: This statewide campaign will increase public awareness regarding the importance for individuals to speak to their health care providers about being

screened for colorectal cancer and the increased risk of developing colorectal cancer at age 50 and older. The target audience is men and women age 50 and older. The advertisements will attempt to increase knowledge, influence attitudes and change behavior.

Funding for these campaigns will be provided by the Utah Department of Health (UDOH) through the Center for Disease Control (CDC) Federal funds.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist contractors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested contractors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Contractors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The UDOH of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Bid Number NO3052. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

RESPONSE DATE

An original and seven copies of your print proposal, and one copy each of any media must be received at the UDOH of Utah Division of Purchasing, Room 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to **3:00 p.m. on Tuesday December 31st 2002**. Any proposals in route, both in the mail or other locations in the State Office Building will not be considered timely and will be returned unopened. Proposals received after the deadline will be ineligible for consideration.

TERMS OF CONTRACT

These campaigns must be conducted January 15, 2003- June 30, 2003 with the possibility of being an on-going contract renewable on an annual basis for three years. The resulting contract will include a clause that prohibits the contractor from discriminating against employees based on their race, religion, age, national origin or handicap.

The awarded contractor will submit to the UDOH itemized billings at least monthly. Invoices will be paid to the contractor no later than 45 calendar days after the UDOH receives the invoices. All billings and fees require a cost estimate and prior approval of expenditures from a UDOH program representative. All billings and fees are also subject to audit by the State.

The Department of Health has the authority to terminate the contract at any time during the contractual period without cause upon 30 days written notification.

FUNDING

Proposals should be based on the availability of \$300,000.00 for skin cancer awareness, with approximately \$70,000 being spent on airing/circulating existing CDC media materials, \$70,000 creating NEW Utah specific media materials and the remainder (\$160,000) airing the NEW media materials. Proposal should be based on the availability of \$300,000.00 for colorectal cancer with the same budget format as the skin cancer campaign.

Additionally, there is \$45,000 for a **comprehensive cancer branding campaign** introducing the UCCCI to the public includes creating consistent messages and donuts for the NEW media bites (radio, TV and print) and a UCCCI logo. Possible federal funds presently committed to the marketing campaign total \$645,000.00. The contractor will be expected to donate in-kind services and generate cash and in-kind services to assist this marketing campaign's objectives. Please identify the strength of your in-kind and value added values in the proposal. The Department reserves the right to modify this budget during contract negotiations. Results driven compensation will also be considered.

The UDOH and UCCCI will review and approve media buys to ensure that "prime" airtime schedules to reach the target populations are utilized during the campaign. Reports of all activities regarding how the funding for the campaign is expended shall be submitted to the Utah Department of Health, UCCCI.

CONSIDERATION OF PROPOSALS

The State of Utah may award a contract based on the initial proposals received, without oral presentation and discussion with the contractor of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and standpoint. An oral presentation by a contractor to supplement a proposal may be required. These presentations will be scheduled, if required, following receipt of proposals and before the award. The UDOH reserves the right to reject any or all proposals received.

PROPOSED COSTS

The costs for the project should be defined according to the specific tasks or steps to be taken. The UDOH is particularly interested in the willingness of the contractor to provide in-kind services and, accordingly, a description of such services will strengthen the proposal. The UDOH is interested in the added value a contractor could bring to a grassroots campaign, such as sponsors for community events or product donations.

The UDOH is not liable for costs incurred by service providers prior to the issuance of any agreements, contracts, or purchase orders, and will not pay for information solicited or obtained. The information obtained will be utilized in determining suitability of services offered. Subsequent procurement, if any, will be in accordance with appropriate UDOH contractual action.

Each contractor must provide a breakdown of their costs to coordinate and manage the campaign; specify all costs including media buys or other placements. Line items must indicate total number of hours required multiplied by the actual hourly rate (not billable rates). The UDOH pays for actual campaign costs only, no mark-up of services or commissions is allowed above and beyond of the actual fixed rate or actual hourly rates. Please use the *Attachment A* to submit your budget.

CONFORMITY TO RFP SPECIFICATIONS

The contractor must respond to this RFP by submitting all requested information and addressing all specifications as required herein, in order for the proposal to be evaluated and considered for award. Failure to submit such data or to address all specifications shall be deemed sufficient cause for disqualification of a proposal from further consideration for award. Proposals received in response to this RFP will be for the entire project defined herein. No partial proposals will be considered for award. The contractor must certify in its proposal that its bid includes performance of the complete requirements of this request. Partial bids will not be accepted.

If a contractor chooses to depart from the terms, conditions, specifications, or other requirements of this RFP, the departures may be specified in a second proposal submitted simultaneously with the primary proposal and labeled as an alternate proposal.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of the State of Utah. Materials may be returned only at the UDOH's or CDC's option, at supplier expense.

DISCLOSURE

Cost and price information will be held in confidence and may not be revealed or discussed with competitors during the competitive process. Proposals submitted to the UDOH may be reviewed and evaluated only by those officials with a legitimate interest. Information considered by the service provider to be proprietary should be identified as such, otherwise, the UDOH reserves the right to use any ideas presented in any reply to the RFP. Selection or rejection of the proposals does not affect this right of the UDOH.

COPYRIGHTS

All work products, including but not limited to electronic and physical files, developed in the performance of this contract, is work made for hire as a contribution to a collective work and, as such, is the property of the UDOH; therefore the contractor must assign full copyright ownership to the UDOH.

RESPONSE TO PROBLEM

BRANDING CAMPAIGN: The UCCCI is a new program at the UDOH. This year the UCCCI program was awarded a grant to create a logo and brand for the program. Please refer to

the UCCCI mission statement (page 1) to understand this program and its direction. Utah is one of thirteen states to be funded for implementation.

The entire campaign should create excitement and interest surrounding UCCCI in order for the program to strengthen its identity within the community as a source of information. The contractor must provide strong public relations support of the campaign in sharing UCCCI stories and celebrating program successes.

SKIN CAMPAIGN: The UDOH is committed to provide quality information to all Utahns. The objective of this campaign is to inform the target populations of the importance of skin cancer prevention. The statewide campaign should increase public awareness regarding the need for skin protection and change behaviors of caretakers to making the choice to protect their children's skin from over-exposure and sunburn by choosing appropriate clothing and the use of sunscreen while in the sun. The goals measure the effectiveness of skin cancer prevention advertisements for the UCCCI intended populations of caretakers, i.e. men and women 18-45 years old with children in their care. The advertisements will increase knowledge, influence attitudes and change behavior.

COLORECTAL CAMPAIGN: The UDOH is committed to provide quality information to all Utahns. The objective of this campaign is to inform the target populations of the importance of colorectal cancer screening. The statewide campaign will increase public awareness regarding the need for individuals ages 50 and older to speak to their health care providers about colorectal cancer due to their increased risk of developing colorectal cancer age 50 and older. The goals measure the effectiveness of colorectal cancer screening advertisements on the target population of men and women age 50 and older. The advertisements will increase knowledge, influence attitudes and change behavior.

SCOPE OF SERVICES

The services to be provided by the successful contractor are described below. The selected advertising agency must generate value added and coordinate and produce tags for the media campaign to increase public awareness of the issues that are critical to motivate people to use sun protection and get colorectal cancer screening. This campaign will be conducted in two phases. The first phase will include branding the UCCCI with a new logo and identity while simultaneously airing existing CDC TV spots and the corresponding CDC radio and print materials. The CDC media materials will not need to be "branded" but will be tagged with the pertinent information for follow-up. The second phase will consist of newly created spots for TV, radio and transit ads that will be "branded" with the new UCCCI logo etc.

The proposal must describe the background and capabilities of the contractor and details of how the services will be provided. This includes the qualifications and experience (with examples of previous work) of the Account Manager, Account Executive, Media Buyer and Graphics Designer and any other major staff involved in the project. It should also include information that will assist UCCCI in determining the level of quality and timeliness that may be expected. Work examples must be included as part of the proposal, in addition to three references (including company name, contact name and telephone number). The UDOH, UCCCI and CDC

programs, may commit up to \$645,000.00 to the campaign during the first year. The budget needs to be delegated as follows:

<u>Task</u>	<u>Dates</u>	<u>Budget</u>
Air existing CDC materials with local tags (not branding)	1/15/03-3/05/03	\$100,000-\$150,000
Create a Comprehensive Branding Campaign to be used with the NEW media materials	1/15/03-3/15/03	\$45,000
Create NEW Utah specific media materials for colorectal and skin cancer	1/15/03-3/15/03	\$70,000 for colorectal to be produced first! \$70,000 for skin
Air NEW Utah specific Colorectal media*	3/01/03-6/30/03	Approximately \$250,000 for the airing of the newly created media campaigns
Air NEW Utah specific Skin media*	4/01/03-6/30/03	
*Both skin and colorectal must include the branding campaign		
Total	6/30/03 deadline	\$645,000

In **Phase A** the services expected of the contractor, but not necessarily limited to, are the following:

1. Air CDC produced ads for radio and TV, and circulate CDC print materials.
2. The CDC spots will need to be tagged with the UDOH Health Resource Line phone number and the UCCCI website address. An introduction (donut) and closing is expected including the mentioned items.
3. Work with the UCCCI staff to prepare a month-to-month timeline, with dates, and outline all activities and deadlines.
4. Plan, coordinate and conduct public relations activities as approved by the UCCCI.
5. Track and clip news articles monthly during contract period.

6. Participate in the development of the evaluation of the awareness campaign. (An additional evaluation will be done by another agency).

The services expected of the contractor, but not necessarily limited to, are the following for **skin cancer**.

1. Develop and coordinate a skin cancer prevention awareness campaign.
2. Bring added value to the campaign through either in-kind or cash value.
3. Place produced TV and ads statewide. The package should include customized monthly TV and radio schedules plus on air announcements, interviews, and remotes.
4. Eight CDC produced TV ads and five radio ads are available in English. Currently there is a script for the skin cancer radio campaign, which needs a Spanish translation and Spanish radio airing.
5. Develop TV and radio introduction and tags.
6. Identify and make use of promotional opportunities, i.e., newspaper advertisements or inserts in newspapers, health fairs, radio, wellness clinics, private provider networks, etc. throughout the State.
7. Evaluate the effectiveness of the awareness campaign by analyzing and measuring reach and frequency of the campaign, and other pertinent media statistics that will assist in the overall evaluation of the campaign.
8. Be timely and organized with public relations and news media objective.

The services expected of the contractor, but not necessarily limited to, are the following for **colorectal cancer**:

1. Develop and coordinate a new colorectal cancer awareness campaign.
2. Bring added value to the campaign through either in-kind or cash value.
3. Produce radio ads in a partnership package that targets the identified audience. The package should include customized monthly radio schedules plus on air announcements, interviews, and remotes.
4. There are five CDC produced TV spots to be aired.

5. Identify and make use of promotional opportunities, i.e., newspaper advertisements in newspapers, health fairs, radio, wellness clinics, private provider networks, etc. throughout the State.
6. Evaluate the effectiveness of the awareness campaign by analyzing and measuring reach and frequency of the campaign, and other pertinent media statistics that will assist in the overall evaluation of the campaign.
7. Be timely and organized with public relations and news media objectives.

Phase B will be commence upon the award of the contract (simultaneously with phase A), including sub-contracting with a market research firm approved by the UDOH to conduct the qualitative research (e.g. focus groups, surveys, interviews) with members of the target populations in Utah. Identify concepts and media channels to improve knowledge and attitudes about colon and skin cancer screening, care and control among those at risk. Report results to the UCCCI/UDOH.

1. Developing a **comprehensive branding campaign of original production** which include:
 - a. 'Donuts' (introduction to the TV advertisements)
 - b. UCCCI logo
 - c. UCCCI tag
 - d. Media concepts for print/radio
 - e. An overall identifiable marketable branding scheme for UCCCI

The branding campaign will be created in conjunction with the creation of new Utah specific media campaign.

1. Create materials targeting the specific groups outlined in the colon and skin cancer media campaigns. The following tasks should be conducted:
 - a. Qualitative research to test the messages developed.
 - b. Revise the messages, as needed, based on the results of the research.
 - c. Generate an agreed upon result driven outcome
2. Produce final products based on qualitative research which includes, but is not limited to:
 - a. Comprehensive Branding Campaign
 - b. Utah specific TV, radio and media campaign for:
 - i. Colorectal cancer (to be launched March 1, 2003)
 - ii. Skin Cancer (to launch after the colorectal campaign)

OTHER REQUIREMENTS

The contractor shall address in specific terms the plans for delivering each item detailed in the "Scope of Services" section of this RFP. The actual cost of proposed services must be

included. The contractor will provide the method by which costs are determined. The UDOH has the authority to evaluate and change the method. UCCCI will at all times maintain control and direction over the scope of work being performed under this contract. UCCCI reserves the exclusive right to change or delete the tasks to be performed within the general scope of the work to be performed by the agency. The cost of additional services that the contractor may propose will be itemized separately. The successful contractor must:

1. Be able to begin an awareness/marketing campaign upon the award of contract with experienced staff.
2. Coordinate efforts to solicit and generate additional cash and in-kind contributions to augment the public portion of campaign money provided by the UDOH. Funds to be expended will not exceed \$645,000.00 for the contract.
3. Develop and implement a statewide media campaign including paid and bonus television, radio, and newspaper (The TV and radio campaign would begin running January 15, 2003).
4. Utilize the attached form ***Attachment A*** provided to submit your budget.
5. Apply any commission back to the program budget.
6. Provide information about market research and ability to reach the intended target audience.
7. Be capable of effectively evaluating the campaign's impact on the target audience. The contractor must provide copies of all market research reports to the UDOH that assesses the UCCCI media campaign's effectiveness.
8. Be capable of promoting the UCCCI Web Site and UDOH Health Resource hotline for the media campaign in a timely manner and provide consistent resources for both.
9. Meet with the UCCCI staff at least monthly to review and coordinate project activities.
10. Receive written approval from the UCCCI for all materials and activities before they are produced.

PROPOSAL FORMAT

Proposals should be prepared in a straightforward and concise manner, in outline format, and should describe the service providers' offering(s) and capabilities in a format that is reasonable, consistent and appropriate to the purpose. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Letter of Transmittal. The letter of transmittal should include an introduction of the contractor's company, agency Internet URL, the name, address and phone number of the person to be contacted in conjunction with others who are authorized to represent the company in dealing with this RFP. It should also include an expression of the contractor's ability and desire to meet the requirements of this RFP.

- a. Any other information not appropriately contained in the proposal itself should also be included.

Executive Summary. An executive summary that briefly describes the contractor's approach to the proposal and clearly indicates any options or alternatives. It should also indicate any major features of the proposal and identify any supporting information considered pertinent. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the executive summary.

Detailed Discussion. This section should constitute the major portion of the proposal and must contain at least the following information:

- a. A general but complete narrative overview of the contractor's assessment of the work to be performed and the ability to meet those aims, along with the resources necessary to meet the requirements of this RFP. This overview should clearly demonstrate the contractor's understanding of the desired overall performance expectations as well as to what degree it will meet the requirements.
- b. A specific response to each requirement in the RFP.
- c. A **creative concept** for this campaign should be submitted.

Agency Facts and History. Provide the size of the agency in number of employees and billings. A list of premier agency accounts and current and/or former health related clients. In addition, a list of all accounts lost/resigned or gained during the past two years should also be included.

Cost Proposal. The cost proposal shall address all costs associated with the service described in the RFP. The cost proposal should demonstrate the cash and in-kind contributions that the contractor is willing to make towards this project. A description of such services will strengthen the proposal. The contractor must provide a compensation option in the proposal that would bill the department per hour, per project with no retainer or mark-up.

Personnel. A list of all key personnel, including the name of the project manager, who will have direct and significant responsibilities for providing the services specified in this RFP. For each person specified establish his or her experience to be able to manage this campaign. Specifically for the project manager, provide a list of their current accounts and an estimated percentage of time they will devote to this campaign.

Experience and Qualifications. A statement of the company's and key personnel's previous experience with similar projects and/or any other experience which qualifies him/her to

successfully complete the project. Additional information or samples of materials used in previous projects must be submitted with this proposal.

Subcontracting. The planned use of any and all subcontractors must be clearly explained in the proposal. However, the prime contractor shall be responsible for all costs and contract performances if subcontractors are used. Current employees of the State of Utah or any other governmental agency and consulting affiliates of the UDOH, may not participate as subcontractors of the award. The UDOH has the right to approve all subcontractors and review qualitative research conducted by the subcontractor.

PROPOSAL EVALUATION

If the UDOH awards a contract relative to this RFP, the terms of this contract will be based upon the completed proposal of the selected contractor. Therefore, the proposal should contain the most favorable business and technical terms that the contractor can submit to the UDOH. Proposals will be evaluated by representatives from the UDOH. Evaluation will be focused toward, but not limited to the following:

- 1) Scope of Service (35%)
 - a) Technical issues
 - b) Creative approach
 - i) Sample creative concept
 - ii) Examples of past work
 - c) Production capability
 - d) Understanding of UCCCI mission and concepts
- 2) Ability to successfully complete the project based on qualifications, expertise, and previous experience of staff and company (25%)
 - a) Expertise of staff involved in project
 - b) Previous experience of staff
 - c) Organizational expertise that will be committed to the project
 - d) Company references
 - e) Demonstrated interest and commitment to the campaign
- 3) Budget (20%)
 - a) Total value/budget of proposed project
 - b) Demonstrated ability to coordinate and generate added value to a grassroots campaign through additional funds and in-kind contributions with guaranteed donated and value-added amounts.
- 4) Ability to reach target audience (10%)
- 5) Ability to start and complete the project within the required timeframe. (5%)
- 6) Clarity and organization of proposal (5%)

SKIN AND COLORECTAL MEDIA CAMPAIGN - CONTRACT BUDGET						
FY 03 Budget		01/1/03 - 6/30/03				
Category		Hours Billed	Amount Billed to Contract	Hours Donated (In-kind)	Guaranteed Donated & Value-added Amount (Value of In-kind)	Total Value (Billed & In-kind)
A.	Agency Labor					
	Salaries					
	Fringe ___% of Salaries					
	(Paid on billed & donated hours)					
	Total Agency Labor					
B.	Media Costs					
	Television					
	Radio					
	Print					
	Outdoor					
	Display					
	Collateral					
	Rural/underserved					
	TV News Events/Specials					
	Total Media Costs					
C.	Production Hard Costs					
	Printing/Copying					
	Travel					
	TV Production					
	Radio Production					
	Tape dubs, etc.					
	Outdoor Production					
	Focus Groups/Other					
	Total Production Hard Costs					
D.	Overhead Expenses (please specify)					
E.	Sub-Total (B+C+D+E)					
F.	Fixed Fee ___% of Total Amount Billed					
	(Total of Sections B through E)					
G.	Commission on Donated Amount					
	___% of Total Donated Amount					
	(** Not paid on donated labor or PR added value)					

H.	Finder's Fee on Cash Donations					
	___% of New Cash Donations					
I.	Additional Value to the Campaign					
	Public Relations News Value					
J.	TOTAL CONTRACT AMOUNT					

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product

proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. (Revision date: Apr 24, 2002)